

SERIAL 07086 C WHEEL LOADER, 5.0 CUBIC YARD 4 X 4 & TRADE-IN OR OUTRIGHT SALE

DATE OF LAST REVISION: October 18, 2007

CONTRACT END DATE: October 31, 2008

CONTRACT PERIOD THROUGH OCTOBER 31, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **WHEEL LOADER, 5.0 CUBIC YARD 4 X 4 & TRADE-IN OR OUTRIGHT SALE OF 966F CAT LOADER**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 18, 2007**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/ks
Attach

Copy to: Clerk of the Board
Jim Hutchinson, Equipment Services
Kathy Sicard, Materials Management

INVITATION FOR BID FOR: WHEEL LOADER, 5.0 CUBIC YARD 4x4 & TRADE-IN OR OUTRIGHT SALE OF 966F CAT LOADER (NIGP 76023)

1.0 INTENT:

The intent of this Invitation for bid is to establish pricing for one (1) or more **WHEEL LOADER, 5.0 CUBIC YARD 4X4 AND TRADE-IN OR OUTRIGHT SALE OF 966F CAT LOADER** in sufficient detail to secure bids for comparable equipment. Unit(s) will be used by the Maricopa County Transportation Department in their construction and roadway maintenance operations. Unit(s) shall be delivered to the Maricopa County Equipment Services Department, 3325 West Durango Phoenix, Arizona, as covered by purchase order only.

1.1 SCOPE:

The scope of the contract encompasses three (3) parts

- 1.1.1 The purchase of one (1) (or more) Loader as defined herein.
- 1.1.2 Guaranteed maintenance for 5,000 hours or six (6) years, whichever event occurs first in time, as more fully described elsewhere in these specifications;
- 1.1.3 Guaranteed Residual Value Agreement as more fully described elsewhere in these specifications.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 ENGINE:

- 2.1.1.1 Type** - Diesel, four cycle with minimum 273 SAE gross horsepower and 896 ft-lb of torque at approximately 2000 RPM.
- 2.1.1.2 Air Cleaner** – Shall be a heavy-duty system designed for Arizona’s extreme dust operating conditions.
- 2.1.1.3 Cooling System** – Shall be designed for Arizona’s extreme heat operating conditions capable of operating continuously at full capacity with ambient temperature 122+ degrees Fahrenheit. Radiator shall have sufficient space for cleaning without removing the AC condenser
- 2.1.1.4 Emission Criteria** – EPA Tier III certified. **Offerer shall provide written proof of Tier III compliance and anticipated date of certification.**
- 2.1.1.5 Fuel Consumption** – Maximum fuel consumption per hour @ 50% load shall not exceed 6.8 gallon.

2.1.2 ELECTRICAL:

- 2.1.2.1 System Volts** - 12 or 24
- 2.1.2.2 Alternator Output** – Min. 50 amps, output shall be sufficient for maintaining full battery charge at all times.
- 2.1.2.3 Batteries** – Heavy-duty *maintenance free* type, with capacity to crank engine sufficiently for starting with ambient temperature at 0° F.

2.1.3 MONITORING SYSTEMS INDICATORS:

2.1.3.1 Engine Coolant Temperature

2.1.3.2 Fuel Gauge

2.1.3.3 Transmission Oil Temperature

2.1.3.4 Air Cleaner Restriction

2.1.3.5 Alternator Voltage

2.1.3.6 Engine Oil Pressure

2.1.3.7 Hydraulic Oil Filter Restriction

2.1.3.8 Park Brake Indicator

2.1.3.9 Hour-meter/Tachometer

2.1.4 TRANSMISSION:

2.1.4.1 Type - Power shift.

2.1.4.2 Speeds – Min. four speeds forward and three reverse.

2.1.4.3 Travel Speed – Min. 22 mph, forward and 15 mph reverse.

2.1.4.4 Protective Skid Plates - Belly pans or skid plates shall be installed to protect the transmission, transfer case, front and rear drive lines. Plates shall be removable for maintenance operations.

2.1.5 BRAKES:

2.1.5.1 Type – Hydraulic operated wet disc, fully enclosed, maintenance free.

2.1.5.2 Parking Brake - Disk type, spring applied hydraulically released.

2.1.6 STEERING:

2.1.6.1 Type – Hydraulic power assist.

2.1.6.2 Articulation – Approx. 40° turn each side

2.1.6.3 Turning Radius – Outside, approx. 20'

2.1.6.4 Steering Wheel / Column – Mfr.'s standard size steering wheel with tilt column.

2.1.7 FINAL DRIVES:

Final drives shall be planetary or equal design with limited-slip or locking differentials.

2.1.8 HYDRAULIC SYSTEM:

2.1.8.1 Type - Open-centered, **or closed-centered**, interrupted series or equal.

2.1.8.2 Filtration - 20 micron or better

2.1.8.3 Relief Pressure – Approx. 3000 PSI

2.1.8.4 Pumps;

2.1.8.4.1 Type – Gear, Vane or equal.

2.1.8.4.2 Loader – Min. 30 GPM @ 2200 RPM

2.1.8.5 Loader/Steering Combined – Min. 69 GPM

2.1.9 TIRES:

2.1.9.1 Type - 26.5-R25 L3/E3, 20PR steel radial tubeless

2.1.9.2 Quantity - Four (4)

2.1.9.3 Manufacturer – GOODYEAR or equal

2.1.9.4 Spare - One (1) like tire and wheel, as stated above. **Tire manufacturer may be different than those provided with vehicle.**

2.1.10 CAB:

2.1.10.1 ROPS/FOPS - Shall meet all federal safety standards.

2.1.10.2 Sound Suppressed - Shall meet all OSHA/MSHA standards.

2.1.10.3 Pressurized

2.1.10.4 Heater/Defroster – Heavy-duty filtered fresh air system

2.1.10.5 Air Conditioning – Heavy-duty system designed for Arizona’s extreme heat operating conditions.

2.1.10.6 Seat – Air suspension type fully adjustable with Federal approved 3” retractable seat belt.

2.1.10.7 Window Tinting – Tinting shall be darkest legal per AZ. State law. Warranty shall be minimum five years on material and installation.

2.1.10.8 Windshield Wipers/Washer - Front and rear.

2.1.10.9 Locking Doors - Keyed alike.

2.1.10.10 Dome Light - Overhead type.

2.1.10.11 Rear View Mirror;

2.1.10.11.1 Interior – Single

2.1.10.11.2 Outside - Two large heavy duty type mirrors one positioned on each side for maximum rear visibility.

2.1.10.12 AM/FM Radio / Antenna – Factory installed

2.1.10.13 CB Radio / Antenna - Heavy-duty 40 channel CB Radio designed for rough service shall be installed in the cab in a convenient easy access location.

2.1.11 FENDERS:

Front and rear, operator's platform on both sides, ingress/egress ladder on left side.

2.1.12 LIGHTING:

2.1.12.1 Driving/Working - Heavy duty halogen. Two each front and rear.

2.1.12.2 Stop/Tail - Two each rear.

2.1.12.3 Turn Signal/Emergency - Two each front and rear.

2.1.13 VANDAL PROTECTION:

Locking caps or covers on radiator, fuel and hydraulic tanks, battery boxes, engine and transmission fills. All locks keyed alike.

2.1.14 LOADER/BUCKET:

2.1.14.1 Capacity - 5.0 yd. heaped.

2.1.14.2 Type - General Purpose, with bolt on cutting edge and teeth. Bucket shall be designed for simultaneous use of teeth and cutting edge segments.

2.1.14.3 Breakout Force – Min. 37,000 lbs.

2.1.14.4 Dump Height – Min. 110" fully raised at 45° dump

2.1.14.5 Reach - Min. 37" at maximum height at 45° dump

2.1.14.6 Tipping Load SAE – Min. 30,000 lb. at 40 degree full turn

2.1.14.7 Controls – Joy-Stick

2.1.14.8 Self Leveling - Automatic, return to dig and return to travel.

2.1.15 SAFETY EQUIPMENT / REGULATION CRITERIA:

2.1.15.1 Horn – Horn button may be positioned in the center of steering wheel or on the floor with left foot access. Left foot operation preferred.

2.1.15.2 Non-Skid Surfaces - All steps and standing areas

2.1.15.3 Slow Moving Placard - Installed on rear in a highly visible location

2.1.15.4 Back-up Alarm – Shall be water proof, installed in a protected location and meet current Federal regulations.

2.1.15.5 Beacon Light – WHELEN, S360DAP, or equal, positioned on the top rear center of the cab. Beacon light shall be installed on an all stainless steel hinged plate so the light can be lowered below cab height when clearance becomes a problem, mounting plate to be constructed of stainless steel. **A like or similar device or mechanism, as provided in the sketch by ADOT, will be acceptable. Steel painted the same color as the machine is acceptable.**

2.1.15.6 Regulation Criteria – Complete unit including options supplied or added by vendor or their sub-contractor shall meet or exceed current AZ State and Federal regulations, no exceptions.

2.1.16 QUICK CHANGE OIL SYSTEM:

Wheel Loader shall be equipped with high-speed oil change system for engine, transmission and hydraulic oils, drains to be fitted with Caterpillar or like 1P7919 quick couplers & 959272 caps. Drains shall be grouped together, centrally located for easy access. Drains shall be positioned inside a box type enclosure with lockable cover. Drain lines / hoses shall be routed and protected such that they are not exposed to damage.

2.1.17 PAYLOAD CONTROL SYSTEM:

System shall be a CATERPILLAR or equal measuring system designed to accurately measure accumulated weight of material as it is being loaded.

2.1.18 AUTO LUBE SYSTEM:

CATERPILLAR or equal system designed to provide precise, automatic lubrication of pins and bushings.

2.1.19 RIDE CONTROL SYSTEM:

CATERPILLAR or equal system designed to improve ride, performance and load retention when traveling over rough terrain.

2.1.20 WINDSHIELD CLEANING PKG:

Windshield cleaning package shall be designed such that it provides easy access to the windshield for cleaning if necessary mirror shall be folding design in order to make windshield more accessible. All hand rails and/or grips shall be provided to make operation safe, quick and easy. System shall be designed and capable of supporting a person weighing a minimum of 300 lbs. no exceptions.

2.1.21 REAR VIEW CAMERA:

CATERPILLAR or equal system, heavy-duty rough service wide angle low light digital type designed for equipment application, positioned such as to provide complete rear view of the loader. Monitor shall be min. 4 ½" flat screen liquid crystal or equal type installed in a convenient location that is in full view of the operator.

2.1.22 PAINT:

Manufacturer's standard.

2.1.23 GENERAL:

Complete inspection shall be made prior to delivery to ensure that the unit(s) is in full compliance with specifications. Five (5) keys shall be Supplied, each with 1" key rings and identification tags with serial number. Vendor shall supply Dealers Invoice, Manufacturer's Certificate Of Origin (if applicable), Warranty Paperwork and a copy of the P/O when the vehicle is delivered.

2.1.24 WARRANTY:

2.1.24.1 One (1) full year parts and labor shall include extended FIVE (5) YEARS or 5000 HOURS power train warranty. It is understood that if warranty repairs are necessary during the first 12 months of the warranty period the successful bidder will be required to make said repairs F.O.B. machine location within Maricopa County at no charge to the County. In the event of major repairs, dealer has the option of transporting the machine to the closest service facility for repairs. The above warranty will become effective the first day after 21 consecutive working days of satisfactory service.

2.1.24.2 The cost of repairs, including parts and labor, made during this full warranty period shall not be included in the Guaranteed Maximum Cost of Repairs.

2.1.24.3 Maricopa County may avail itself of the bidder's standard warranty if more beneficial to Maricopa County.

2.1.25 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful bidder shall have and maintain a local factory authorized service station within the Phoenix, metropolitan area. The station shall be capable of supplying and installing component parts, and trouble shooting, repairing, and maintaining the equipment. Minimum service hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday.

2.1.26 MANUALS:

Three (3) each comprehensive operational, equipment overhaul (including all maintenance data, electrical diagrams and schematics), and parts manuals are required. Provide factory parts price list and updates.

2.1.27 BASIS OF AWARD:

2.1.27.1 Bids are requested on the summation of the cost of the loader, the cost of the 5000 hours or six (6) year Guaranteed Maintenance and a Guaranteed Repurchase Agreement per machine purchase.

2.1.27.2 Proposal I - The County may accept the low bid for the Loader and exclude both Guaranteed Repurchase; and Guaranteed Maintenance or

2.1.27.3 Proposal II - The County may accept the low bid for the Loader including the 5000 hour or six (6) year Guaranteed Maintenance Program ~~and deducting the Guaranteed Maintenance Program~~ or;

2.1.27.4 Proposal III - The County may accept the low bid for the Loader including the 5000 hour or six (6) year Guaranteed Maintenance Program and deducting the Guaranteed Repurchase Agreement price.

2.1.28 GUARANTEED MAINTENANCE:

2.1.28.1 The successful bidder will be fully responsible for the total cost of repairs, including parts and labor, to the equipment furnished in excess of the Guaranteed Maximum Cost of Repairs as shown on the Bid Proposal Form during the first 5,000 hours of operation as recorded by the engine hour meter, or six (6) years from the date of delivery, whichever occurs first.

2.1.28.2 In determining whether the guaranteed total cost of repairs has been reached, the cost of warranty repairs made (including parts and labor) shall not be included.

2.1.28.3 Guaranteed Maximum Cost - In determining the cost of repairs and the enforcement of that provision of the agreement, the following rules shall apply:

2.1.28.3.1 In the event that the cost of repairs, including parts and labor, as computed by the County is less than \$1000.00 the County shall have the right to have the repairs made in the County's shop and need not give notice to the successful bidder prior to the repairs being made.

2.1.28.3.2 In computing the cost of repairs, all County labor costs will be charged at the County's then prevailing rate. The present rate is \$82.95 per hour, and increases are not to exceed 10% per year. Parts shall be charged at actual cost and shall be purchased from the authorized dealer or the original equipment manufacturer, if possible.

2.1.28.3.3 If the cost of repairs, including parts and labor, is in excess of \$1000.00, as estimated by the County, the County shall submit to the successful bidder the estimated cost of the repairs and a detailed account of the work to be done. The successful bidder shall then review the estimate and a determination will be made as to where and how the work can best be performed.

2.1.28.3.4 Repairs may be made in service shops other than those of the successful bidder and the County; however, the successful bidder and the County must agree to repairs made in other service shops within eight working hours of notification by the County to the bidder, and the service department chosen must be acceptable to both parties. The successful bidder will be notified of the cost of repairs made in service shops other than its own within five (5) days after completion of such repairs.

2.1.28.3.5 Should delivery of repair parts not be made within five (5) normal working days to the County, a daily charge of \$700.00 shall be added to the cumulative cost of repairs or each working day over five (5) that the part is not delivered. On the bidder's presentation to the County in writing of verifiable information that parts are not available to the dealer from his manufacturer by reason of strike, natural disaster or national emergency, the daily charge shall not be made.

2.1.28.3.6 Successful bidder may avoid the penalty for non-delivery of parts by making available to Maricopa County, at no cost, a unit of similar size and capacity until Maricopa County's equipment is restored to service.

2.1.28.3.7 Successful bidder shall have the right to examine repair cost records at any reasonable time. The County will maintain records reflecting pertinent repair cost information. The forms and means utilized by the County in providing this information are not material so long as substantially similar information is available.

2.1.28.3.8 The successful bidder agrees that any repair parts sold to Maricopa County in support of this equipment will not exceed the manufacturer's published list prices.

2.1.28.4 Successful bidder will be fully responsible for the total cost of repairs to the Loader in excess of the Guaranteed Maximum Cost of Repairs, including parts and labor, as follows:

- 2.1.28.4.1** Engine: Engine block and all internal and external components including air compressor, fuel, charging, cranking, exhaust, air intake and cooling systems, radiator, fan and pulleys, but excluding batteries, filters, fan belts, hoses, anti-freeze and engine oil.
- 2.1.28.4.2** Transmission: Complete power shift transmission and torque converter and all internal parts, including linkage and external lines, but excluding oil and filters.
- 2.1.28.4.3** Final drive: Complete planetary drive, excluding oil.
- 2.1.28.4.4** Steering: All hydraulic components, linkage and pins, excluding hydraulic hoses, oil and filters.
- 2.1.28.4.5** Brakes: Complete braking system, components, tank(s) and lines.
- 2.1.28.4.6** Suspension: Complete suspension system.
- 2.1.28.4.7** Hydraulic System: All hydraulic pumps, valves, controls and steel lines to all attachments and drives, excluding hydraulic hoses, oil and filters.
- 2.1.28.4.8** Loader: Loader tower, lift arms, cross tube, all lift cylinders and linkages, and bearings.
- 2.1.28.4.9** General or Multi-purpose bucket: Complete bucket and attachments, including hydraulic cylinders, excluding cutting edges, end bits and teeth.
- 2.1.28.4.10** Tires and Wheels: Excluded.
- 2.1.28.4.11** Cab: Complete cab assembly, excluding glass and hardware.
- 2.1.28.4.12** Instruments and Gauges: All instruments, gauges, wiring and safety devices.
- 2.1.28.4.13** Air Conditioning: Complete air conditioning system, excluding refrigerant.
- 2.1.28.4.14** Main Frame: Complete main frame assemblies.

2.1.29 **GUARANTEED RESIDUAL VALUE:**

2.1.29.1 The bidder shall guarantee a residual value price (trade-in allowance or a minimum bid at a public auction) at the expiration of 5,000 hours or six (6) years, whichever occurs first, and include this figure on the attached proposal forms. Guaranteed residual value price as used in this specification is defined as:

- 2.1.29.1.1** A guaranteed trade-in value should the County decide to purchase new equipment in a future bid call.

- 2.1.29.1.2 Minimum bid to be made by the bidder at public auction in the event the County elects to auction the machine.
- 2.1.29.1.3 Bid or public auction shall be held within ninety (90) days after the expiration of the contract term of 5,000 hours or six (6) years, whichever occurs first.
- 2.1.29.1.4 The County reserves the right to retain the subject Loader and to waive the guaranteed residual value provisions.
- 2.1.29.1.5 In the event equipment subject to the Guaranteed Residual Value Agreement, while in possession of the County, is either totally destroyed or partially damaged to the extent that the equipment is beyond repair and is considered a total loss because the cost of restitution or repair exceeds the guaranteed residual value price, then the bidder is released from his obligation relating to guaranteed residual value.

2.1.30 OBLIGATION OF THE COUNTY:

- 2.1.30.1 Equipment purchased will be operated by County personnel. Will be used for County maintenance operations and other purposes for which the equipment is designed.
- 2.1.30.2 The County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, acts of nature, or neglect or abuse directly caused by County's personnel. Total repairs under such circumstances will not be included in computing the Guaranteed Total Cost of Repairs.
- 2.1.30.3 The County will assume at its expense all costs of fuel, filters, belts, lubricants, and the application thereof, antifreeze, cutting edges, batteries, lights, glass breakage, tires, cleaning and repainting, and other items normally consumed in day-to-day operation.
- 2.1.30.4 The County will maintain equipment in accordance with manufacturer's recommendations provided, however, the County reserves the right to use the same fuels, lubricants, and oils that it uses in other similar equipment. The County will have available a record of all maintenance performed. The bidder has the right to inspect equipment at any reasonable time and to make recommendations for repairs, improved maintenance, etc., which the County will follow to the best of its ability.

2.1.31 DELIVERY:

Delivery is required F.O.B. **DESTINATION**, freight pre-paid within (120) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery. **Unit(s) shall have been completely inspected, serviced, tested and ready for full operation when delivered.**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means. The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed. Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.1.32 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.

2.1.33 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.1.34 MANUFACTURER'S DATA OR "CUT" SHEET INFORMATION:

The Contractor shall submit a mfg data cut sheet that will not be used for award determination, at a minimum the following information shall be found in data provided:

2.1.34.1 Engine Type

2.1.34.2 Engine Fuel Consumption

2.1.34.3 Electrical Alternator Output

2.1.34.4 Transmission Travel Speed

2.1.34.5 Steering Articulation

2.1.34.6 Steering Turning Radius

2.1.34.7 Hydraulic System Relief Pressure

2.1.34.8 Hydraulic System Pumps Loader

2.1.34.9 Hydraulic System Pumps Loader/Steering Combined

2.1.34.10 Loader/Bucket Breakout Force

2.1.34.11 Loader/Bucket Dump Height

2.1.34.12 Loader/Bucket Reach

2.1.34.13 Loader/Bucket Tipping Loader SAE

2.2 EXPEDITED DELIVERY:

- 2.2.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 2.2.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 2.2.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.3 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.3.1 Contract Serial number.
- 2.3.2 Contractor's name and address.
- 2.3.3 Using Agency name and address.
- 2.3.4 Using Agency purchase order number.
- 2.3.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.4 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.5 TRAINING:

The successful Contractor shall provide 32 hours of training. Eight (8) hours to completely train County personnel in the use and care of the equipment and twenty-four (24) hours for training Equipment Services Technicians in the repair and overhaul of the hydraulic system and engine computer control system.

2.6 DISCONTINUED MATERIALS:

- 2.6.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

- 2.6.1.1** Documentation from the manufacturer that the material has been discontinued.

2.6.1.2 Documentation that names the replacement material.

2.6.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.6.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.6.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.6.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.7 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.8 MODEL / YEAR OF MATERIALS:

The County will only accept bids offering current model / year equipment / material(s).

2.9 TRADE-INS:

Contractor is required to submit prices on trade-in(s) if requested by County. Whether materials will actually be traded is at the option of the County.

2.10 OUTRIGHT PURCHASE:

The equipment offered for trade-in on “new equipment” is also offered for outright sale. Participants need not offer bids on the “new equipment” specified in this call for bids to offer a bid on the used equipment offered. All bids shall be “sealed bids” and be received at the location, day and time specified in this call for bids. The equipment offered for outright sale is offered in “as-is” condition and no warranty expressed or implied is offered by the County. The equipment will continue to be used by the County until “new equipment” specified in this call for bids is in place (60-120 days, approximate) and may be inspected by contacting either of these Equipment Services Agency, individuals: Jim Hutchinson at (602) 506-4677 or Gary Starkey at (602) 506-4665.

The County reserves the right to accept or reject bids on this equipment at its option in the best interests of the County. The County at its option may accept any offer which offers the County the greatest consideration.

The successful bidder (if any) will be notified in writing and shall make payment via certified check payable to the Maricopa County Treasurer within five (5) days of notification of the in-service date of the “new equipment”, in the amount bid plus appropriate sales taxes. The successful bidder shall remove the equipment from County facilities within 10 days of notification of acceptance (payment) by the County.

2.11 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

2.12 INVOICES AND PAYMENTS:

2.12.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.12.1.1 Company name, address and contact
- 2.12.1.2 County bill-to name and contact information
- 2.12.1.3 Contract Serial Number
- 2.12.1.4 County purchase order number
- 2.12.1.5 Invoice number and date
- 2.12.1.6 Payment terms
- 2.12.1.7 Date of service or delivery
- 2.12.1.8 Quantity (number of days or weeks)
- 2.12.1.9 Contract Item number(s)
- 2.12.1.10 Description of Purchase (product or services)
- 2.12.1.11 Pricing per unit of purchase
- 2.12.1.12 Freight (if applicable)
- 2.12.1.13 Extended price
- 2.12.1.14 Arrival and completion time (if applicable)
- 2.12.1.15 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.12.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.12.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.13 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a one (1) year period.

3.2 INDEMNIFICATION AND INSURANCE:

3.2.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, **to the extent caused by Contractor's relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract.** Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use **to the extent resulting there from,** caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable. **Notwithstanding this or any other provision of this agreement. Contractor shall no under any circumstances be liable for indirect, consequential or special damages, except that in the extent that this limitation on Contractor's duty to indemnify conflicts with any warranty, express or implied, given or required to be given, than warranty shall govern.**

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.3 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.3.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.3.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.3.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.3.4 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.3.5 Certificates of Insurance.

3.3.5.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.3.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INTERNET ORDERING CAPABILITY:

It is the intent of the County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.7 ORDERING AUTHORITY.

3.7.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.7.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.7.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.7.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT OFFICER, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Jim Hutchinson, Equipment Services, 602-506-4677
jim.hutchinson@mail.maricopa.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 EVALUATION CRITERIA.

3.9.1 The evaluation of bids shall be based on, but will not be limited to, the following:

3.9.1.1 Compliance with specifications.

3.9.1.2 Price.

3.9.1.3 Delivery.

3.9.1.4 Warranty.

3.9.1.5 Time value of money analysis by the following methods:

3.9.1.5.1 Guaranteed Maintenance will be evaluated by using the present value of an annuity at 8% compound interest.

3.9.1.5.2 The Guaranteed Residual Value will be evaluated by using the future value of money analysis at 8% compound interest.

3.9.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.10 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy (labeled) one (1) electronic copy of pricing (Attachment A shall be in Excel format, NO pdf files), on CD. Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.11.1 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.12 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

3.12.1 **Mandatory:** One (1) original hardcopy (labeled) and one (1) electronic copy (Excel format only) of pricing on a CD;

3.12.2 **Mandatory:** Attachment "A", Pricing (Excel format only);

3.12.3 **Mandatory:** Attachment "B", Agreement; and

3.12.4 **Mandatory:** Attachment "C", References.

3.12.5 **Mandatory:** Manufacturer's Data or "Cut" Sheet

3.12.6 **Mandatory:** Technical and Descriptive Sales Literature.

3.13 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.13.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.13.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.13.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.13.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.13.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.13.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.13.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.14 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

EMPIRE MACHINERY, 1725 S. COUNTRY CLUB DR., MESA, AZ 85210

PRICING SHEET: NIGP 7602302

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE for one (1)</u>
1.1 One (1) or more Wheel Loader, 5.0 Cubic Yard 4 x 4	<u>\$ 328,003.00</u>
1.1.1 Manufacturer:	<u>CATERPILLAR</u>
1.1.2 Manufacturer's Model:	<u>966H</u>
1.1.3 Delivery (days ARO):	<u>120-150</u>
1.1.4 Cut off date for ordering equipment (including options offered) "REQUIRED"	<u>SEE ATTACHED</u>
1.1.5 In addition to this invitation for bid, a blanket discount is required for parts and service that are not covered by warranty, for the life of the contract (no less than 120 days) at manufacturers list cost less:	0 % Date of Catalog: N/A Labor Rate: \$ 125.00/hour

UNIT PRICE for one (1)

1.2 Options (Will be used as part of award process)

1.2.1 Guaranteed Maintenance Cost	<u>\$ 4,500.00</u>
1.2.2 Residual Value Offered	<u>\$ 152,157.00</u>
1.2.3 State Manufacturer's List Price	<u>\$ 460,000.00</u>

1.3 Trade-in

1.3.1 Unit #440, 1998 CAT 966F Wheel Loader, Serial # 1SL03055, (8000 hrs. or less)	<u>\$ 95,000.00</u>
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1.4 Outright Purchase

1.4.1 Unit #440, 1998 CAT 966F Wheel Loader, Serial # 1SL03055, (8000 hrs. or less)	<u>\$ 95,000.00</u>
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EMPIRE MACHINERY, 1725 S. COUNTRY CLUB DR., MESA, AZ 85210

Terms:	Net 10
Vendor Number:	W000001112 X
Telephone Number:	480-633-4517
Fax Number:	480-633-4626
Contact Person:	Jim Rose
E-mail Address:	jrose@empire-cat.com
Company Web Site:	www.empire-cat.com
Contract Period:	To cover the period ending October 31, 2008.